



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution on February 12, 2022 seeking compensation for damages to the rental unit and other money owed. Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “*Act*”) on September 29, 2022.

Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing. The Tenant confirmed they received the prepared documentary evidence of the Landlord in advance. and on this basis the hearing proceeded as scheduled.

### Issues to be Decided

Is the Landlord entitled to compensation for damages to the rental unit and/or other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

### Background and Evidence

The Landlord provided a copy of the tenancy agreement and both parties in the hearing confirmed the basic details. The tenancy started on December 1, 2019 as stated in that document. The rent amount of \$1,400 did not increase during the tenancy. The Tenant

paid a security deposit of \$700, still held by the Landlord as of the date of this hearing. The Landlord noted the requirement for the Tenant to transfer the local power utility under their name.

In the record, the Landlord provided the Tenant's written notice to end the tenancy, dated December 16, 2021. This was to "be leaving the property on January 31<sup>st</sup> by 1pm."

The Tenant met with the Landlord on January 31, 2022, after having moved out from the rental unit approximately 2 weeks prior. In the hearing the Tenant described meeting with the Landlord on January 31 and the Landlord "had the [Condition Inspection Report] done already." The Tenant noted they "spent so much time" cleaning the rental unit prior to their departure; however, they did not have a chance to provide all needed cleaning in the rental unit before that final inspection.

After the meeting, the Landlord mailed a copy of the Condition Inspection Report, and the Tenant then signed it when they received it. The Tenant sent back the signed copy to the Landlord a couple of days later. The Tenant notified the Landlord of their forwarding address via email on February 2, 2022.

The Landlord described having the Condition Inspection Report "pre-filled" before the meeting. They recalled having the Tenant's consent to enter the unit to assess and inspect the rental unit. The Tenant recalled differently, granting access to the Landlord only for the purpose of repairing drywall in the rental unit, and not for "unlimited access" to the Landlord when the Tenant was still paying rent through to the end of January.

The Landlord provided evidence for "costs to repair damages to the rental unit as well as cleaning costs", as indicated on their Application. They provided a combination of videos and images, 65 in total, to show particulars on damage noted. They also provided receipts from a plumber, a painter, and a professional cleaner.

On February 11, 2022 the Landlord completed a Monetary Order Worksheet, listing the following:

#	Items	\$ claim
1	replace vanity sink stopper	103.95
	vanity sink stopper part	33.21
2	painting interior basement	165.00
	painting supplies	199.47

3	re-keying locks	23.99
4	oven control board	223.06
5	professional cleaning	154.98
<b>Total</b>		<b>903.66</b>

I reviewed individual pieces of the claim in detail with the parties in the hearing. The Landlord presented their invoices, their photos, and gave a description of their rationale for claiming these amounts from the Tenant. The Tenant responded to the points raised by the Landlord.

- 1 The Landlord presented a picture of the broken sink part, a receipt for the individual part and invoice from the plumber who installed that piece on February 3. The Tenant stated the stopper broke when they were trying to de-clog the drain. This is "a little plug. . . a \$15 piece". They informed the Landlord about this incident in early January, querying by text 'what do you want me to do?'. The Tenant posited that the Landlord would not have even noticed this individually because the damage was so minimal. The Tenant also described offering to fix this for the Landlord ("it would take me 10 minutes"); however, the Landlord did not appear to think it needed repairing when the Tenant brought it to them earlier. On this, the Tenant sent via text an attached photo of the piece they were going to purchase for this.
- 2 The Landlord presented pictures of the basement before the Tenant's move into the rental unit in November 2019, and following up on January 29, 2021, just prior to the move-out inspection meeting on January 31. The Landlord used green tape to indicate points of damage. The Tenant responded to say the walls were not perfect at the start of the tenancy. The Tenant had two children living with them in the rental unit; therefore, they don't agree that they should pay for the whole renovation painting. They stated the Landlord should have re-painted the interior at "reasonable intervals" as they spotted on a guideline concerning residential tenancies online.
- 3 The Landlord claims this amount based on the return of only one rental unit key. The Condition Inspection Report notes 2 keys issued at the start of the tenancy, with the main lock and deadbolt in good condition at the start and end of tenancy. They presented a receipt dated February 3 for the copying of 6 keys at \$3.57 each.

- 4 The Landlord presented that they bought the rental unit property in October 2015 and at that time “the oven was in good condition.” They presented 4 photos showing the oven control panel knocked in from the front of the oven. A photo of the interior shows clips attached to that panel as snapped. The Landlord purchased a replacement control panel for the oven on February 11, paying \$223.06 as shown in the receipt they provided in the evidence.

The Tenant provided a reply on the Condition Inspection Report: “oven was already damaged, as first clean the piece popped back, very minor and easy fix”. In the hearing, they submitted that a major appliance is the Landlord’s responsibility, as they noticed in a Residential Tenancy Branch guideline. On this as well, the Tenant provides that the Landlord would not have noticed this issue if the Tenant had not brought it up. In the hearing, the Tenant read out loud the text message, with a picture, they sent to the Landlord on January 3, 2022: “when I cleaned it, the little face piece popped back . . . but I can just get it back flush I’m sure.”

- 5 The Landlord presented a list of items for professional cleaners to work on when they arrived; this contains 12 items. The Landlord presented a number of photos showing the need for cleaning, dated January 31. For comparison they provided images from the rental unit prior to the Tenant’s move in. The individual items listed on the Condition Inspection Report, indicated by “DT”, are: light fixture dirty; blind and track dirty on living room window; mould in corners of sliding glass; rim of toilet bowl dirty; basement window covering and track (“DT/G”). The Landlord presented their invoice for professional cleaners they hired on January 31, 2022.

The Tenant recalled the Landlord stating to them that “the place looks great”. The Tenant pointed to evidence only of 2 pictures of exterior windows with mould, and “that’s it, in essence.” The Tenant also recalled the inspection meeting happening at 2pm on January 31, yet the Landlord had cleaners arranged for that same day, being pre-arranged.

On their Application, the Landlord indicated there was a pending amount owing for the local electrical utility. When they applied the utility provider had not yet produced that electricity bill.

On September 8, 2022 the Tenant amended their claim to include this final utility amount, for \$640.23. The Landlord noted an unpaid amount would be added to their

property taxes. The Landlord provided evidence in the form of correspondence from the local utility provider, dated August 11, 2022, showing the amount of \$640.23.

In the hearing, the Tenant acknowledged this was an amount owed by them.

### Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

To be successful in a claim for compensation for damage or loss the Applicant has the burden to provide enough evidence to establish the following four points:

- That a damage or loss exists;
- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

I find as follows, in regard to each separate item listed above:

- 1 I find as fact that the Tenant had notified the Landlord of the sink stopper issue. I find the Tenant credible on their point that they offered to fix this on their own for the Landlord, identifying the part to be replaced, offering to buy it and do the installation. I find the Landlord did not accept that offer; however, they could have reasonably accepted that offer in order to minimize costs to them, ultimately claimed from the Tenant, at the end of the tenancy. I find for this piece of work there was no need for a plumber to attend for that stopper installation, and certainly not when the Tenant in all likelihood good have fixed the issue on their own. In sum, I find the Tenant shall not bear the expense for a costlier replacement when they had previously notified the Landlord of this issue and offered to repair it. I grant no compensation to the Landlord for this piece of their claim, neither for the part nor the labour involved.
- 2 I find the Tenant credible on their point that the walls were not in pristine condition at the start of the tenancy. The Residential Tenancy Policy Guideline

40 – giving a statement of the policy intention of the legislation –sets a useful life of interior painting at 4 years. Thus stated, it is reasonable to expect reasonable wear and tear that accumulates within that time, minus any incidents of gross negligence or egregious damage. I find the nicks and dings to the painting in the basement accumulated over the course of this tenancy, and there is no evidence the walls were painted fresh at the start of the tenancy. In sum, I find the painting in the rental unit – in particular in the basement area – was beyond the useful life cycle of 4 years. Given the Tenant’s statement, and their recall of the state of the rental unit at the start of the tenancy, and minus any evidence of gross damage, I find the Tenant bears no responsibility for the cost of repainting walls in the basement.

- 3 I find the Landlord had six keys made; however, the Condition Inspection Report noted only 2 keys given to the Tenant at the start of the tenancy. The Tenant shall not pay for a back-up set of keys for the Landlord, and it is not a balanced claim to overcharge the Tenant for lack of a single key not being returned. I grant the Landlord \$4, which is the cost of a single key as shown on the receipt, plus applicable taxes.
- 4 In the case of the oven’s broken control panel, I consider the age and model of the appliance; this was not a new oven that was broken. The Landlord purchased the rental unit in 2015, and the oven was already in place. While the Tenant acknowledged the panel was knocked back when they cleaned it, I find the cost of replacing that control panel is not warranted. Given the Residential Tenancy Policy Guideline 40 “Useful Life of Building Elements” establishing a useful life of a stove at 15 years, I find this appliance was, in all likelihood, over half of its established life cycle. More likely than not this increased the cost of an individual piece needed to repair on the oven. Minus evidence of the oven not working, or another method to re-attach the panel, I find the full cost for replacement of the control panel is unwarranted. In fairness to the Landlord, and the fact that this damage occurred during the tenancy, I grant the Landlord \$100 toward the cost of replacement of that panel on the oven.
- 5 I find the Landlord prepared a list of items to be cleaned in advance of the final inspection meeting. There is no record they presented this to the Tenant in advance of the final inspection meeting on January 31, 2022. As labelled in the Landlord’s evidence, this is a list they prepared especially for professional cleaners. I find it disingenuous, and not an effort at minimizing costs, where the Landlord, having had the opportunity to pre-inspect the rental unit, did not

present this to the Tenant in advance, thereby incurring costs for the hiring of professional cleaners. Additionally, I find the items listed do not match what was indicated on the Condition Inspection Report, which, in fairness to the Tenant, they could have undertaken to clean specifically at that final inspection meeting had they known of the specifics in advance. Because the Landlord did not mitigate the loss to them on this specific piece, I make no concession for the expense of professional cleaners.

The Landlord presented the utility cost of \$640.23 owed by the Tenant here. Given that the Tenant acknowledged this in the hearing, I grant this full amount to the Landlord.

In total, I find the Landlord has established a claim of \$744.23. This is based on a review of the available evidence and the parties' testimony in the hearing.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit and/or pet damage deposit held by a landlord. The Landlord here has established a claim of \$744.23. After setting off the security deposit \$700, there is a balance of \$44.23. I am authorizing the Landlord to keep the security deposit and pet damage deposit amounts and award the balance of \$44.23 as compensation for the rental unit damage claim.

Because the Landlord was minimally successful in their claim, I grant \$25 reimbursement for the Application filing fee

### Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$69.23 for compensation set out above and the recovery of the filing fee for this hearing application. I provide this Monetary Order in the above terms and the Landlord must serve the Monetary Order to the Tenant as soon as possible. Should the Tenant fail to comply with the Monetary Order, the Landlord may file it in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: October 19, 2022